Fremont Manufacturing Division, The Oil Gear Company, Inc. *and* Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO. Case 17-CA-10387

November 19, 1981

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

Upon a charge filed on May 29, 1981, by Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO, herein called the Union, and duly served on Fremont Manufacturing Division, The Oil Gear Company, Inc., herein called Respondent, the General Counsel of the National Labor Relations Board, by the Regional Director for Region 17, issued a complaint and notice of hearing that Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the National Labor Relations Act, as amended. Copies of the charge and the complaint and notice of hearing were duly served on the parties to this proceeding.

With respect to the unfair labor practices, the complaint alleges in substance that on April 9, 1981, following a Board election in Cases 17-RC-9112 and 17-RC-9122, the Union was duly certified as the exclusive collective-bargaining representative of Respondent's employees in the unit found appropriate;[1] and that, commencing on or about May 15, 1981, and at all times thereafter, Respondent has refused, and continues to date to refuse, to bargain collectively with the Union as the exclusive bargaining representative, although the Union has requested and is requesting it to do so.[2] On June 29, 1981, Respondent filed its answer to the complaint admitting in part, and denying in part, the allegations in the complaint.

On July 21, 1981, counsel for the General Counsel filed directly with the Board a Motion for Summary Judgment. Subsequently, on July 27, 1981, the Board issued an order transferring the proceeding to the Board and a Notice To Show Cause why the General Counsel's Motion for Summary Judgment should not be granted. Respondent thereafter filed a statement in opposition to the General Counsel's Motion for Summary Judgment.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Upon the entire record in this proceeding, the Board makes the following:

Ruling on the Motion for Summary Judgment

In its answer to the complaint and its statement in opposition to the Motion for Summary Judgment, Respondent contends, in substance, that the Board's certification is invalid (1) because "line leaders" are supervisors and should not be included in the unit found appropriate; (2) because at a hearing on Respondent's objections the Hearing Officer, contrary to the Regional Director's instructions, refused to allow Respondent to present evidence with respect to the supervisory status of the line leaders; and (3) because the Board agent conducting the election failed to honor Respondent's challenge to the ballot cast by line leader Roy Rodgers, and thereby interfered with the election process, requiring that the election be set aside. Respondent also contends, assuming for the sake of argument that the certification is valid, that the Union, which requested certain information from Respondent by virtue of its claimed status as the statutory bargaining representative of Respondent's employees, is not entitled to any information concerning subcontracting without a greater showing of relevance.[3] Respondent does, however, concede that, assuming it is obligated to bargain, the Union is entitled to the requested information with respect to wages, hours, age, and sex of its unit employees, as well as a listing of unit employees on temporary

[1] Official notice is taken of the record in the representation proceeding, Cases 17-RC-9112 and 17-RC-9122, as the term "record" is defined in Secs. 102.68 and 102.69(g) of the Board's Rules and Regulations, Series 8, as amended. See *LTV Electrosystems, Inc.*, 166 NLRB 938 (1967), enfd. 388 F.2d 683 (4th Cir. 1968); *Golden Age Beverage Co.*, 167 NLRB 151 (1967), enfd. 415 F.2d 26 (5th Cir. 1969); *Intertype Co.* v. *Penello*, 269 F.Supp. 573 (D.C.Va. 1967); *Follett Corp.*, 164 NLRB 378 (1967), enfd. 397 F.2d 91 (7th Cir. 1968); Sec. 9(d) of the NLRA, as amended.

[2] The complaint herein contained an allegation of a general refusal to bargain arising out of Respondent's admitted purpose of testing the Board's certification of the Union as the exclusive bargaining representative of its employees in the unit found appropriate. Thus, Respondent contends, *inter alia*, that its "line leaders" are statutory supervisors and that the Board erroneously included this classification in a unit of production and maintenance employees. The complaint additionally alleged that Respondent has failed and refused to provide the Union with certain requested information as being necessary for and relevant to the Union's status as exclusive bargaining representative of certain of Respondent's employees. The request for information, as well as a general request to bargain, was made on April 16, 1981, and renewed on May 4, 1981. Respondent denied both requests on May 15, 1981.

[3] Respondent filed its statement in opposition to the General Counsel's Motion for Summary Judgment on August 24, 1981, contending, in part, and as noted above, that summary judgment should not be granted with respect to Respondent's refusal to provide the Union with information regarding subcontracting. Thereafter, on September 2, 1981, the Union sent a telegram to the Board and all parties withdrawing its request for the subcontracting information. Counsel for the General Counsel then filed, on September 11, 1981, a motion to amend the complaint herein so as to delete that portion which refers to the Union's request for information regarding subcontracting by Respondent. In view of the fact that neither the Union nor the General Counsel wishes to proceed with respect to Respondent's alleged refusal to supply information concerning subcontracting, we hereby grant the General Counsel's motion to amend, but, in so doing, we do not pass on the merits of that allegation.

layoff. The General Counsel contends, with respect to all issues excepting Respondent's failure and refusal to provide certain requested information, that Respondent is raising issues which were, or could have been, raised in the representation proceeding and is precluded from relitigating them herein. The General Counsel further contends that, as a matter of law, Respondent has violated Section 8(a)(5) of the Act by failing and refusing to provide certain requested information to the statutory representative of its unit employees. We agree with the General Counsel.

A review of the record herein, including that of the representation proceeding in Case 17-RC-9112, establishes that on September 20, 1980, Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO, filed a petition seeking certification as the representative of certain employees of Respondent. The Regional Director for Region 17 conducted a hearing on September 24, 1980.[4] On October 10, 1980, the Regional Director issued a Decision and Direction of Election. By telegram dated November 5, 1980, the Board denied Respondent's timely request for review. On November 6, 1980, a secret-ballot election was conducted by the Regional Office in which the Union herein received a majority of the votes cast.[5] Thereafter, Respondent timely filed objections to the election. On December 3, 1980, a hearing was held before Hearing Officer Robert A. Fetsch, and on December 11, 1980, the Hearing Officer issued his Report on Objections,[6] recommending that the Union herein be certified as the statutory bargaining representative of Respondent's production and maintenance employees. Respondent thereafter filed exceptions to the Hearing Officer's report, and the Union herein filed a brief in opposition thereto. On April 9, 1981, the Board issued a Decision and Certification of Representative.[7] Respondent then timely filed a motion for reconsideration of the Board's Decision and Certification of Representative, and the Union herein filed a motion to dismiss such motion for reconsideration. On April 30, 1981, the Board issued an order denying Respondent's motion for reconsideration.

With respect to Respondent's contentions in opposition to the Motion for Summary Judgment insofar as it claims that the Board's certification is invalid, it is well settled that in the absence of newly discovered or previously unavailable evidence or special circumstances, a respondent in a proceeding alleging a violation of Section 8(a)(5) is not entitled to relitigate issues which were or could have been litigated in a prior representation proceeding.[8]

It is also well settled that there is a general obligation on an employer to provide information requested by the bargaining representative of its employees where such information is necessary and relevant to that bargaining representative's performance of its duties.[9] As alluded to above, the Union, on April 16, 1981, requested the following:

1. Names of all current bargaining unit employees, including their seniority dates, ages, sex, current rate of pay and classification.

2. Names of all bargaining unit employees on layoff, including their seniority dates, ages, and last rate of pay and classification.

3. Names of all bargaining unit employees on layoff, sick or disability leaves, including their seniority dates, ages and last rate of pay and classification.

4. Information spelling out any incentive, piecework, bonus, or merit increase plans currently provided or administered by the company, include how these plans are computed.

5. A copy of Employee Profit Sharing Plan and/or Employee Stock Purchase Plan.

6. A list and description of all fringe benefits (other than Pension and Insurance Plans) and how they are computed.

7. A copy of employee retirement or pension plan including company/employee costs of contributions and employee benefits.

8. A copy of all insurance plans and benefits provided to active, retired, laid off and disabled bargaining unit employees and their dependents; such as hospital-surgical, major medical, sickness and accident, life, dental and eye care insurances.

[4] The hearing was originally scheduled with respect to Case 17-RC-9112, in which the Charging Party herein sought to represent a unit of Respondent's production and maintenance employees. At the hearing, a representative of the United Steelworkers of America, AFL-CIO-CLC, appeared and presented the Hearing Officer with a petition seeking to represent the same unit of employees. The Steelworkers' petition was docketed as Case 17-RC-9122. Inasmuch as the same issues were raised by both petitions, all parties were present, and no party objected to the consolidation of these cases, the Hearing Officer consolidated the cases for hearing. The United Steelworkers of America, AFL-CIO-CLC, is not, however, a party herein.

[5] The tally of ballots showed that 29 employees cast valid ballots for the Union herein, and that no ballots were cast for the Steelworkers; 13 ballots were cast against the participating labor organizations, and there were no challenged, or void, ballots.

[6] On December 24, 1980, the Hearing Officer issued an addendum to his Report on Objections correcting an inadvertent error as to the Union's name.

[7] 255 NLRB 818. On April 16, 1981, the Board issued a corrected Decision and Certification of Representative. The Board's Decision held, *inter alia*, that Respondent's exceptions to the Hearing Officer's report were not timely filed.

[8] See *Pittsburgh Plate Glass Co.* v. *N.L.R.B.*, 313 U.S. 146, 162 (1941); Rules and Regulations of the Board, Secs. 102.67(f) and 102.69(c).

[9] See, generally, *N.L.R.B.* v. *Truitt Mfg. Co.*, 351 U.S. 149 (1955); *N.L.R.B.* v. *Acme Industrial Co.*, 385 U.S. 432 (1967).

9. The current company/employee costs or contributions for the respective insurance coverage premiums reflected as an individual hourly, weekly or monthly cost per employee for both employee and dependent coverage. Also include *your* actual premium and/or rebate provisions.

Any specific information the company has regarding future increase or decrease in the cost of current employee/dependent insurance coverage premiums.

10. All current job descriptions and qualifications for these jobs.

11. All current company work rules and regulations.

12. Any and all other information not specifically requested above that the company has knowledge of and is relative [sic] and vital to "rates of pay, wages, hours of employment, or other conditions of employment" as provided for under the National Labor Relations Act and defined by the National Labor Relations Board and the courts relating to the mandatory and permissive subjects of bargaining.

13. List of all present jobs, projects and/or work that the company has subcontracted out to other companies and/or any company which may be part of this company, along with the following information:

(a) Name of company and location

(b) Rate per hour the company charges.

(c) Number of employees performing the subcontracted work.

(d) How many man hours involved.

(e) Total cost of subcontracted work.

(f) Reason why the work was subcontracted.

14. Shift schedule and hours of work.

15. All information and data concerning safety programs and safety regulations.

Respondent concedes in its opposition to the Motion for Summary Judgment that "the Union would be entitled to information concerning wages, hours, the age of employees, the sex of employees, lists of employees on temporary layoff, and certain other information which constitute mandatory subjects of bargaining, and which are, therefore, presumptively relevant."[10] A review of the requested information reflects that all of the listed items, with the exception of the items numbered "12" and "13,"[11] fall within the ambit of data which an employer must, upon request, provide to the Union. Thus, for example, insurance and pension plan information,[12] details of profit-sharing plans,[13] and information with respect to job classifications[14] are all presumptively relevant to the Union's duties as bargaining representative of the employees in the appropriate unit. We therefore hold that Respondent must provide the Union with the information requested in items numbered "1" through "11," and "14" and "15," set out above.

The issues raised by Respondent in this proceeding are either without merit or were or could have been litigated in the prior representation proceeding, and Respondent does not offer to adduce at a hearing any newly discovered or previously unavailable evidence, nor does it allege that any special circumstances exist herein which would require the Board to reexamine the decision made in the representation proceeding. We therefore find that Respondent has not raised any issue which is properly litigable in this unfair labor practice proceeding. Accordingly, we grant the Motion for Summary Judgment.

On the basis of the entire record, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent is, and has been at all times material herein, a Wisconsin corporation, with a facility located in Fremont, Nebraska, where it is engaged in the business of the production of hydraulic components. Respondent, in the course and conduct of its business operations, annually purchases goods and services valued in excess of $50,000 directly from sources located outside the State of Nebraska, and annually sells goods and services valued in excess of $50,000 directly to customers located outside the State of Nebraska.

[10] Such concession assumes, for the sake of argument, that the Union's certification is valid.

[11] Insofar as item 12, a "catch-all" request, does not delineate particular data, but rather utilizes the sweeping language of legal conclusion in place of specific description, we shall not require Respondent to respond thereto. Thus, the language of item 12 would appear to require Respondent to not only determine what types of information are "vital to 'rates of pay, wages, hours of employment, or other conditions of employment' under the National Labor Relations Act and defined by the National Labor Relations Board and courts relating to the mandatory and permissive subjects of bargaining," but would also require Respondent to analyze its own business practices and conditions to ascertain whether any facet of its operation falls within the ambit of such determination. We do not believe that Sec. 8(d) of the Act imposes such a requirement. Accordingly, we shall dismiss that portion of the complaint which pertains to Respondent's failure to provide the information requested in item 12.

Item 13 is no longer under consideration. See fn. 3, *supra*, wherein we granted the General Counsel's motion to amend the complaint so as to delete this portion of the requested information.

[12] See, generally, *The East Dayton Tool and Die Co.*, 239 NLRB 141 (1978).

[13] *N.L.R.B.* v. *Toffenetti Restaurant Co., Inc.*, 311 F.2d 219 (2d Cir. 1962), enfg. 136 NLRB 1156 (1962).

[14] *Lock Joint Pipe Company*, 141 NLRB 943 (1963).

We find, on the basis of the foregoing, that Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. THE LABOR ORGANIZATION INVOLVED

The complaint alleges, Respondent admits, and we find that Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The Representation Proceeding*

1. The unit

The following employees of Respondent constitute a unit appropriate for collective-bargaining purposes within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time production and maintenance employees including line leaders employed at its facility located at 700 South Downing Street, Fremont, Nebraska, but excluding the receiving department employees, office clerical employees, ndustrial engineering employees, professional employees, guards and supervisors as defined in the Act.

2. The certification

On November 6, 1980, a majority of the employees of Respondent in said unit, in a secret-ballot election conducted under the supervision of the Regional Director for Region 17, designated the Union as their representative for the purpose of collective bargaining with Respondent.

The Union was certified as the collective-bargaining representative of the employees in said unit on April 9, 1981, and the Union continues to be such exclusive representative within the meaning of Section 9(a) of the Act.

B. *The Request To Bargain and Respondent's Refusal*

Commencing on or about April 16 and May 4, 1981, and at all times thereafter, the Union has requested Respondent to bargain collectively with it as the exclusive collective-bargaining representative of all the employees in the above-described unit, and to provide certain requested information necessary for and relevant to its duties as statutory bargaining representative in the above-described unit. Commencing on or about May 15, 1981, and continuing at all times thereafter to date, Respondent has refused, and continues to refuse, to recognize and bargain with the Union as the exclusive representative for collective bargaining of all employees in said unit, and to provide certain requested information necessary for and relevant to its duties as statutory bargaining representative in the above-described unit.

Accordingly, we find that Respondent has, since May 15, 1981, and at all times thereafter, refused to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit, and has refused to furnish it with certain requested information relevant and necessary for the purpose of collective bargaining, and that, by such refusal, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent, set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, we shall order that it cease and desist therefrom, and, upon request, bargain collectively with the Union as the exclusive representative of all employees in the appropriate unit and, if an understanding is reached, embody such understanding in a signed agreement. As we have also found that Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to provide the Union certain information, we shall order Respondent to furnish the Union with such information.

In order to insure that the employees in the appropriate unit will be accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of certification as beginning on the date Respondent commences to bargain in good faith with the Union as the recognized bargaining representative in the appropriate unit. See *Mar-Jac Poultry Company, Inc.*, 136 NLRB 785 (1962); *Commerce Company d/b/a Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817;

Burnett Construction Company, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965).

The Board, upon the basis of the foregoing facts and the entire record, makes the following:

CONCLUSIONS OF LAW

1. Fremont Manufacturing Division, The Oil Gear Company, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. All full-time and regular part-time production and maintenance employees including line leaders employed at Respondent's facility located at 700 South Downing Street, Fremont, Nebraska, but excluding the receiving department employees, office clerical employees, industrial engineering employees, professional employees, guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Since April 9, 1981, the above-named labor organization has been and now is the certified and exclusive representative of all employees in the aforesaid appropriate unit for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing on or about May 15, 1981, and at all times thereafter, to bargain collectively with the above-named labor organization as the exclusive bargaining representative of all the employees of Respondent in the appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By refusing on or about May 15, 1981, and at all times thereafter, to bargain collectively with the above-named organization by failing and refusing to provide requested information necessary for and relevant to the Union's duties as statutory bargaining representative in the appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

7. By the aforesaid refusals to bargain, Respondent has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing, employees in the exercise of the rights guaranteed them in Section 7 of the Act, and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

8. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

9. Respondent did not violate the Act by refusing to provide the information requested in the item numbered "12" set out above.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Fremont Manufacturing Division, The Oil Gear Company, Inc., Fremont, Nebraska, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representative of its employees in the appropriate unit described below, concerning rates of pay, wages, hours, and other terms and conditions of employment. The appropriate unit is:

> All full-time and regular part-time production and maintenance employees including line leaders employed at its facility located at 700 South Downing Street, Fremont, Nebraska, but excluding the receiving department employees, office clerical employees, industrial engineering employees, professional employees, guards and supervisors as defined in the Act.

(b) Refusing to bargain with Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representative of Respondent's employees, in the appropriate unit described above, by refusing to furnish requested information relevant and necessary for the purpose of collective bargaining.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain with the above-named labor organization as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Upon request, furnish the above-named Union with the following information: the names of

all current bargaining unit employees, including their seniority dates, ages, sex, current rate of pay and classification; the names of all bargaining unit employees on layoff, including their seniority dates, ages, and last rate of pay and classification; names of all bargaining unit employees on layoff, sick or disability leaves, including their seniority dates, ages and last rate of pay and classification; information spelling out any incentive, piecework, bonus, or merit increase plans currently provided or administered by the company, including how these plans are computed; a copy of the employee profit-sharing plan and/or the employee stock purchase plan; a list and description of all fringe benefits other than the pension and insurance plans and how they are computed; a copy of the employee retirement or pension plan including company/employee costs or contributions and employee benefits; a copy of all insurance plans and benefits provided to active, retired, laid-off, and disabled bargaining unit employees and their dependents, such as hospital-surgical, major medical, sickness and accident, life, dental and eye care insurances; the current company/employee costs or contributions for the respective insurance coverage premiums reflected as an individual hourly, weekly, or monthly cost per employee for both employee and dependent coverage, including the company's actual premium and/or rebate provisions and any specific information the company has regarding future increases or decreases in the cost of current employee/dependent insurance coverage premiums; all current job descriptions and qualifications for these jobs; all current company work rules and regulations; the shift schedule and hours of work; and all information and data concerning safety programs and safety regulations.

(c) Post at its Fremont, Nebraska, facility copies of the attached notice marked "Appendix."[15] Copies of said notice, on forms provided by the Regional Director for Region 17, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that copies of said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 17, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

IT IS FURTHER ORDERED that the complaint allegations not specifically found herein be, and they hereby are, dismissed.

[15] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT refuse to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive representative of the employees in the bargaining unit described below.

WE WILL NOT refuse to bargain collectively with Local Lodge No. 31, International Association of Machinists and Aerospace Workers, AFL-CIO, by refusing to furnish information necessary and relevant for the Union to fulfill its obligation to represent our employees in the bargaining unit described below.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, upon request, bargain with the above-named Union, as the exclusive representative of all employees in the bargaining unit described below, with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All full-time and regular part-time production and maintenance employees including line leaders employed at our facility located at 700 South Downing Street, Fremont, Nebraska, but excluding the receiving department employees, office clerical employees, industrial engineering employees, professional employees, guards and supervisors as defined in the Act.

WE WILL, upon request, furnish the above-named labor organization with the following information: the names of all current bargaining unit employees, including their seniority dates, ages, sex, current rate of pay and classification; the names of all bargaining unit employees on layoff, including their seniority

dates, ages, and last rate of pay and classification; names of all bargaining unit employees on layoff, sick or disability leaves, including their seniority dates, ages, and last rate of pay and classification; information spelling out any incentive, piecework, bonus, or merit increase plans currently provided or administered by the company, including how these plans are computed; a copy of the employee profit-sharing plan and/or the employee stock purchase plan; a list and description of all fringe benefits other than the pension and insurance plans and how they are computed; a copy of the employee retirement or pension plan including company/employee costs or contributions and employee benefits; a copy of all insurance plans and benefits provided to active, retired, laid-off, and disabled bargaining unit employees and their dependents; the current company/employee costs or contributions for the respective insurance coverage premiums reflected as an individual hourly, weekly, or monthly cost per employee for both employee and dependent coverage, including the company's actual premium and/or rebate provisions and any specific information the company has regarding future increases or decreases in the cost of current employee/dependent insurance coverage premiums; all current job descriptions and qualifications for these jobs; all current company work rules and regulations; the shift schedule and hours of work; and all information and data concerning safety programs and safety regulations.

FREMONT MANUFACTURING DIVISION, THE OIL GEAR COMPANY, INC.